



THE CITY OF NEW YORK
LAW DEPARTMENT
100 CHURCH STREET
NEW YORK, NEW YORK 10007

MICHAEL A. CARDOZO
Corporation Counsel

QIANA SMITH-WILLIAMS
Assistant Corporation Counsel
qwilliam@law.nyc.gov
Phone: (212) 788-1580
Fax: (212) 788-9776

April 25, 2011

BY ECF

Honorable Eric N. Vitaliano
United States District Judge
Eastern District of New York
225 Cadman Plaza East
Brooklyn, New York 11201

Re: Kelly Ryan, et al. v. City of New York, et al.
10 CV 5819 (ENV)(CLP)

Your Honor:

I am an Assistant Corporation Counsel in the Special Federal Litigation Division of the New York City Law Department and the attorney assigned to represent defendant City of New York in this matter. Enclosed please find a duly executed Stipulation and Order of Settlement and Dismissal for Your Honor's endorsement and filing.

I thank the Court for its time and consideration herein.

Respectfully submitted,

/s/

Qiana Smith-Williams (QS 2172)
Assistant Corporation Counsel

cc: Brett Klein, Esq. (By ECF)

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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KELLY RYAN, DAVID ALICEA, GEORGE
VILLALOBOS, MICHELLE VARGAS, CHRISTOPHER
HERNANDEZ, CYNTHIA ANDUJAR, DIEGO OCHOA,
ALLAN SHAVUO, ALEJANDRO ANGON, ROBERT
MORALES, OSVALDO LATORRE, and GERALDO
MORALES,

**STIPULATION AND ORDER
OF SETTLEMENT AND
DISMISSAL**

10 CV 5819 (ENV)(CLP)

Plaintiffs,

-against-

CITY OF NEW YORK, DANIEL BYRNE, JOHN
FITZGIBBONS, ANTHONY COTRONEO, DENNIS
MAIRA, JOEBIAN ORTIZ, CRAIG MASTROMATTEO,
ANTHONY RICCI, DERRICK BAITY, ALAN FRED,
ROBERT JIOIA, and RICHARD GAZZANO, individually
and in their official capacities,

Defendants.

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WHEREAS, plaintiffs commenced this action on or about December 15, 2010,
by filing a complaint alleging, *inter alia*, violations of their state law rights and civil rights
pursuant to 42 USC § 1983; and

WHEREAS, plaintiffs filed an amended complaint in this action on or about
January 7, 2011; and

WHEREAS, plaintiffs filed a second amended complaint in this action on or
about January 31, 2011; and

WHEREAS, plaintiffs filed a third amended complaint in this action on or about
February 9, 2011; and

WHEREAS, defendant City of New York denies any and all liability arising out
of plaintiffs' allegations; and

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WHEREAS, the parties now desire to resolve the issues raised in this litigation, without further proceedings and without admitting any fault or liability; and

WHEREAS, plaintiffs have authorized their counsel to settle this matter on the terms set forth below;

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED, by and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and without costs, expenses, or fees in excess of the amount specified in paragraphs "2" through "13" below.

2. The City of New York hereby agrees to pay plaintiff Kelly Ryan the sum of Twenty Thousand Dollars (\$20,000.00) in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant City of New York, and to release all defendants and all present and former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

3. The City of New York hereby agrees to pay plaintiff David Alicea the sum of Twenty Thousand Dollars (\$20,000.00) in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant City of New York, and to release all defendants and all present and former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action

which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

4. The City of New York hereby agrees to pay plaintiff George Villalobos the sum of Twenty Thousand Dollars (\$20,000.00) in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant City of New York, and to release all defendants and all present and former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

5. The City of New York hereby agrees to pay plaintiff Michelle Vargas the sum of Twenty Thousand Dollars (\$20,000.00) in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant City of New York, and to release all defendants and all present and former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

6. The City of New York hereby agrees to pay plaintiff Christopher Hernandez the sum of Twenty Thousand Dollars (\$20,000.00) in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant City of New York, and to release all defendants and all present and former employees

or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

7. The City of New York hereby agrees to pay plaintiff Cynthia Andujar the sum of Twenty Thousand Dollars (\$20,000.00) in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant City of New York, and to release all defendants and all present and former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

8. The City of New York hereby agrees to pay plaintiff Diego Ochoa the sum of Nine Thousand Dollars (\$9,000.00) in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant City of New York, and to release all defendants and all present and former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

9. The City of New York hereby agrees to pay plaintiff Allan Shavuo the sum of Twenty Thousand Dollars (\$20,000.00) in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant City of

New York, and to release all defendants and all present and former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

10. The City of New York hereby agrees to pay plaintiff Alejandro Angon the sum of Twenty Thousand Dollars (\$20,000.00) in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant City of New York, and to release all defendants and all present and former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

11. The City of New York hereby agrees to pay plaintiff Robert Morales the sum of Twenty Thousand Dollars (\$20,000.00) in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant City of New York, and to release all defendants and all present and former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

12. The City of New York hereby agrees to pay plaintiff Osvaldo Latorre the sum of Twenty Thousand Dollars (\$20,000.00) in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In

consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant City of New York, and to release all defendants and all present and former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

13. The City of New York hereby agrees to pay plaintiff Geraldo Morales the sum of Twenty Thousand Dollars (\$20,000.00) in full satisfaction of all claims, whether arising under federal or state law, including claims for costs, expenses and attorney's fees. In consideration for the payment of this sum, plaintiff agrees to the dismissal of all claims against defendant City of New York, and to release all defendants and all present and former employees or agents of the City of New York, or any agency thereof, from any and all liability, claims, or rights of action which were or could have been alleged in this action, including claims for costs, expenses and attorney's fees.

14. Plaintiffs shall execute and deliver to defendant's attorney all documents necessary to effect this settlement, including, without limitation, General Releases based on the terms of paragraphs "2" through "13" above and Affidavits of Status of Liens. If Medicare has provided payment and/or benefits to any plaintiff for any injury or condition that is the subject of this lawsuit, prior to tendering the requisite documents to effect this settlement, said plaintiff shall have notified Medicare and shall submit with the settlement documents a Medicare final demand letter for conditional payments. A Medicare Set-Aside Trust may also be required if future anticipated medical costs are found to be necessary pursuant to 42 U.S.C. §1395y(b) and 42 C.F.R. §§411.22 through 411.26.

15. Nothing contained herein shall be deemed to be an admission by defendant City of New York that it has in any manner or way violated plaintiffs' rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

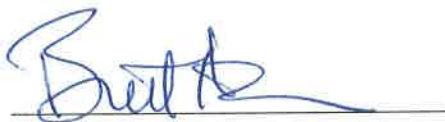
16. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or any agency thereof including the New York City Police Department.

17. Plaintiffs agree to hold harmless the City of New York, and all present and former employees or agents of the City of New York, or any agency thereof, regarding any liens or past and/or future Medicare payments, presently known or unknown in connection with this matter. If conditional and/or future anticipated Medicare payments have not been satisfied, defendant reserves the right to issue a multiparty settlement check, naming Medicare as a payee or to issue a check to Medicare directly based upon Medicare's final demand letter.


18. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein

Dated: New York, New York
March 30, 2011

LEVENTHAL & KLEIN, LLP
Attorneys for Plaintiffs
45 Main Street, Suite 230
Brooklyn, New York 11201
(718) 722-4100

By: 
Brett Klein, Esq.

MICHAEL A. CARDOZO
Corporation Counsel of the
City of New York
Attorney for Defendant City of New York
100 Church Street
New York, New York 10007
(212) 788-1580

By: 
Qiana Smith-Williams
Assistant Corporation Counsel

SO ORDERED:

ERIC N. VITALIANO, U.S.D.J.